

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

5-07-99-14

REGISTRATION NUMBER

BILLING CODE

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services

CONTRACTOR'S NAME

Direct Computer Disposal

2. The term of this Agreement is: July 1, 2007 through June 30, 2010
Or upon DGS signature or approval, with two one-year options to extend.

3. The maximum amount of this Agreement is: \$ 0.00

This contract shall provide Universal Waste Recycling Services to State and local government agencies per RFP MSA 55809 and contractor's response which are incorporated and made a part of this agreement by reference.

Exhibit A - Statement of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit B, Attachment A – Cost Breakdown

Exhibit C - General Terms and Conditions*, <http://www.documents.dgs.ca.gov/ols/GTC-306.doc>

Exhibit D – Special Terms and Conditions

Exhibit E – Additional Provisions

Items shown with an asterisk (*) are incorporated by reference only.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



PRINTED NAME AND TITLE OF PERSON SIGNING

DATE SIGNED (Do not type)

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services

BY (Authorized Signature)

PRINTED NAME AND TITLE OF PERSON SIGNING

Rita Hamilton, Deputy Director / Procurement Division

ADDRESS: 707 Third Street, 2nd Floor/ West Sacramento, CA 95605—2811**California Department of General
Services Use Only**☐ Exempt
per:

EXHIBIT A

STATEMENT OF WORK

1. Statement of Work Requirements

The following requirements incorporate the Statement of Work (SOW) and shall be a part of any contract resulting from this RFP MSA. For the purposes of this SOW, "State" refers to the agency issuing a contract under this MSA.

A1. Contractor Responsibilities

During the contract term, the Contractor(s) agrees to provide some or all of the following UNIVERSAL WASTE RECYCLING SERVICES to State and local agencies as described herein.

The Contractor(s) or subcontractor(s) shall:

- a. Provide materials, personnel, equipment, and facility(ies) necessary to accept delivery or provide pick up service of U-waste materials determined to be surplus.
- b. Ensure employees are competent and skilled in the performance of the work to which they are assigned.
- c. Assume ownership and responsibility of all materials collected and waste generated by this operation and be held responsible to ensure that all services will be performed in accordance with applicable local, State, and Federal regulations to include proper identification, handling, storage, and disposition of all solid and hazardous waste.
- d. Perform services during the hours of 8:00 a.m. to 5:00 p.m. (Monday through Friday, except holidays) and provide enough resources (employees) to perform the services so as to not require overtime.
- e. In no case may a Contractor or subcontractor be a penal organization.
- f. In no case shall a Contractor be allowed to dispose of any collected materials by depositing them in a landfill.

A2. Group 1 Responsibilities (Categories A through E) - Recycling Collectors

In addition to responsibilities outlined in A1, the Contractor(s) or subcontractor(s) shall:

- a. Provide pick-up service and acceptance of surplus Universal waste (U-waste). Contractor or Contractor's personnel must respond by picking up the items and processing them within 10 days.

- b. Recycle product(s) according to RFP-55809. The Contractor's price will include scheduling a pick up or delivery, loading and unloading, transportation, weighing, re-use, degaussing, de-manufacturing and/or recycling of listed products and certification.
- c. The Contractor(s) must have the ability to drop off equipment at a local facility during the standard hours of 8:00 a.m. to 5:00 p.m. (Monday through Friday, except holidays)
- d. Accept delivery of U-waste materials according to legal standards. Any recycling facilities utilized for the processing of waste generated by the Agency shall hold all applicable state permits for processing said materials and must use a facility that is a RCRA Part B-Permitted Hazardous Waste facility.
- e. Retain ownership until the waste is properly disposed of, in accordance with state, federal and local regulations.
- f. Sort the U-waste by product category, then process it to the Highest and Best Use possible to include any or all of the following: demanufacturing to large size components, recycling to base components, and crushing/smelting to base components.
- g. Overwrite to U. S. Department of Defense (DOD) specifications all magnetic storage devices, such as computer hard drives, supplied to the Contractor through this agreement that are not destroyed but are made available for reuse using applicable software designed to overwrite such devices.
- h. Utilize own trucks (1/2 ton pickup, 24' bobtail, or 48' truck as requested) and equipment to transport materials and shall not operate State vehicles or equipment in performance of services under this MSA and subsequent contracts with ordering agencies. Vehicles must be equipped with hydraulic lift-gates to facilitate loading and unloading regardless of the site's infrastructure.
- i. Provide scheduled pick-ups from the DGS warehouse facility as needed.
- j. Provide certification of weight of all materials.
- k. Remove asset tags, labels, and other identifying information.

2. Agency Responsibilities

The Ordering Agency shall:

- a. Obtain prior approval for discarding their U-waste from the DGS/PD's Property Reutilization Program (via the STD 152 form process).
- b. Arrange for the pickup of materials at the customers "dockside" or "delivery entrance.
- c. Schedule a Pick Up – Upon approval by DGS, the customer will contact the contractor via phone to schedule a pick-up. The customer will confirm the request for pick-up by facsimile or e-mail via a purchase order (State Agencies and Departments will use form STD 65 (with the required information as defined in the user guide), Local Governments will use their own purchasing document.) Note: the purchase document cannot be finalized at this point since the weight of the pick-up is unknown. The Contractor will schedule the pickup within ten (10) business days and at a mutually acceptable time with the customer.

- d. Weigh U-Waste materials- After the pick-up of the CRT's and/or E-waste, the Contractor will have the amount weighed by a state-certified weigh-master. Costs for weight certificates and weighing will be included in the Contractor's price. The Contractor will facsimile a copy of the weight to the customer so that the customer may finalize the Purchase Order by adding the weight and calculating the final charge for the pick-up service.
- e. Have the option to drop off or deliver materials at the Contractor(s) facility. The Contractor will accept deliveries of CRTs and/or U-waste by customers. Weight certificates will be provided by the Contractor. All CRTs and/or U-waste must be delivered on pallets, Gaylord boxes, or other suitable containers.

Prepare the items for pick-up as follows:

- **E-waste** – Larger items (copiers, printers, CPUs, etc.) will be placed on pallets and smaller items (keyboards, mice, cell phones, etc.) will be placed in boxes and then on pallets. Not all pick-up locations may have forklifts or similar equipment. The Contractor should confirm availability of such equipment and/or make arrangements for such equipment.
- **CRT's** shall be placed only with other CRTs, either directly on pallets or in boxes on pallets.
- **Fluorescent Tubes and Ballasts** may be recycled utilizing recycling mail back kits, or recycled in bulk in combination with other U-waste via on-site pick up, as long as they are placed in containers in a manner that prevents breakage. Instructions shall be provided with the recycling kits. Agencies must follow the instructions carefully to prevent breakage of items.
- **Batteries** may be recycled either utilizing recycling mail back kits or in bulk with other U-waste via on-site pick up. Customers must follow the instructions provided with the kits. Agencies must follow the instructions carefully.
- **Other miscellaneous U-waste** (not identified above) may be recycled using containers provided by the Contractor and determined on a case-by-case basis. Customers must follow the instructions provided with the containers carefully to prevent breakage of items.

3. Service Area

The services shall be performed at Contractors location per Service Area as described in Section VII – COST.

4. Contact Information

The project representatives during the term of this agreement will be:

State Agency:	Contractor: Direct Computer Disposal
Name:	Name: Martin Otero, VP of Sales
Phone:	Phone: (510) 786-9382
Fax:	Fax: (510) 786-2832

Direct all inquiries to:

State Agency	Contractor: Direct Computer Disposal
Section/Unit:	Attention: Martin Otero, VP of Sales
Attention:	Address: 21393 Curtis Street Hayward, CA 94545
Address:	E-mail: martin@directcomputerdisposal.com
Phone:	Phone: (510) 786-9382
Fax:	Fax: (510) 786-2832

5. Personnel/Subcontractors:

The Contractor shall maintain the ability to pick-up, accept delivery, and process U-waste or provide recycling kits during the contract period. If the Contractor utilizes subcontractors, he/she shall be responsible for coordinating and controlling all aspects of their performance, including support to be provided by a sub and/or secondary contractor, and will be the sole point of contact for the State. Upon award of a contract, the Contractor will be fully responsible for the performance of the subcontractor.

All subcontractors identified in the proposal must be experts in their respective disciplines and capable of performing the tasks for which they are hired. If awarded an agreement, the Contractor must use all of the SB and/or DVBE firms identified in the response to the RFP. The State reserves the right to approve substitutions of subcontractors as long as certified business participation commitment levels are maintained.

6. Contractor's Quarterly Reporting Requirements

Contractor will provide Quarterly Reports containing the following information:

- a. Certification of weight of the picked-up U-Waste items to the customer of record.
- b. If recycled, provide certification to the customer of record that the pick-up was recycled in accordance with this MSA.
- c. Report or copy of the purchase orders (Std. 65s or other Local Government documents) received with weight of pick-up to the Procurement Division, Contract Administrator. (This report may be supplied via an Excel spreadsheet with data elements identified by the PD Contract Administrator).
- d. Certification of residual amount of U-waste sent to landfill (overall recycle success rate). Total pounds received, total pounds recycled and remaining pounds.

7. Other Reporting Requirements

The Contractor may be asked to provide monthly reports (due the first State business day of the month) containing the following information:

- a. Agreement number, purchase order number, or manifest number
- b. Manifest Line number
- c. The User Agency's Name
- d. The User Agency's complete address or location where services were performed
- e. List of activities performed
- f. Equipment category description
- g. Aggregate weights (by equipment category)
- h. Final materials management facility name and location. A materials management facility is one that refurbishes, recycles, or processes discarded equipment or items.
- i. Date of Final Reuse/Recycling/Destruction for contents of each shipping container
- j. Method of materials management (reuse, recycling, destruction)
- k. Quantity of materials managed by weight and number of units

Ad Hoc Reports - Contractor must have the ability to provide Ad Hoc reports for administrative purposes within two business days after the State's request including location of services, contract expenditure to date, and related data.

8. Documentation

Every quarter and/or upon request, the Contractor must provide an electronic Microsoft Excel summary and hard-copy report describing each material type, the tracking information of all shipments of treatment residuals, and items sent for re-sale, re-use or refurbishment from their collection processing facility and describe the ultimate disposition of the materials, including subsequent handling and shipments by brokers of these materials. Each report shall show the actual spend by each State location for the past two (2) quarters (most recent plus one).

Contractor(s) shall offer an electronic mailing address for the Contract Manager to correspond and request activity reports as may be necessary to track waste or manage the Department's hazardous waste business.

9. California Integrated Waste Management Board Requirements [for covered electronic waste devices only (CEWs) -not applicable for universal waste electronic devices (UWEDs), batteries, lamps].

The Contractor must be familiar and in compliance with all documents/resources supporting participation in the Electronic Waste Recovery and Recycling Payment System as required by the CIWMB. The links listed below are from the state's CIWMB website:

<http://www.ciwmb.ca.gov/electronics/Act2003/Recovery/Application/#196A>

The California Integrated Waste Management Board (CIWMB) has developed a variety of tools to assist participants in the covered electronic waste recovery and recycling payment system. These resources are intended to ease compliance with [regulations](#) that were adopted to implement portions of landmark legislation that established a funding system for the collection and recycling of certain electronic wastes. Prospective collectors and recyclers must be approved prior to participation.

Important: Approved participants in the covered electronic waste (CEW) recovery and recycling payment system **MUST** keep all organizational information associated with applications updated with the CIWMB. This includes facility and operational status, location(s) and personnel matters. Failure to do so may result in revocation of approval.

Contents:

UPDATED [Application \(Form 186\),](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIWM B186.doc>

UPDATED [Collection Log \(Form 198\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIWM B198.xls>

UPDATED [Source-Anonymous CEW Collection Log \(Form 198-SA\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIWM B198SA.doc>

UPDATED [Transfer Receipt \(Form 197\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIWM B197.doc>

UPDATED [Transfer Summary \(Form 197-S\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIWM B197S.doc>

[Approved Collectors and Recyclers](#)

<http://www.ciwmb.ca.gov/electronics/Reports/ApprovedSearch.aspx>

UPDATED [Proof of Designation Form](#)

<http://www.ciwmb.ca.gov/electronics/Forms/Designation.doc>

UPDATED [Payment Claim \(Form 196\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIW MB196.doc>

UPDATED [Claim Worksheet A \(Form 196-A\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIW MB196a.doc>

UPDATED [Claim Worksheet B \(Form 196-B\)](#)

<http://www.ciwmb.ca.gov/electronics/Forms/CIW MB196b.doc>

[Claim Checklist](#)

<http://www.ciwmb.ca.gov/electronics/Act2003/Recovery/Application/Checklist.doc>

[Other Resources](#)

<http://www.ciwmb.ca.gov/electronics/Act2003/Recovery/>

Note: These tools do not substitute for a thorough understanding of all system requirements. Prospective participants are urged to familiarize themselves with applicable [statutes and regulations](#).

UPDATED [Application to Participate in the Covered Electronic Waste Recovery and Recycling](#)

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor for actual expenditures incurred. The Contractor shall render invoices for total monthly charges in arrears, naming this Agreement as the authority under which the order is being issued. Such invoices are not due and payable, and do not constitute an obligation of the State, until the services or products are provided and accepted. The Contractor must submit only one invoice per order.
- b. Invoices shall include the MSA number and shall be submitted not more frequently than monthly in arrears to:

See specific STD 65, STD 213, or local Governmental Agency purchase document.

2. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Definitions

Pick-up services: The Contractor(s) will provide service to pick-up U-Waste at the listed prices in the service areas listed (prices must be provided on the area price sheets). The pick-up price will include transportation, weighing, re-use, de-manufacturing recycling and/or disposal of listed products. The Contractor(s) shall further be responsible for providing certifications for each service completed.

Delivery acceptance service: The contractor will accept deliveries of U-Waste by customers. All E-waste or CRTs must be delivered on pallets or Gaylord boxes.

GROUP 1 - COST WORKSHEET FOR SERVICE AREA 4

PICK UP AND DELIVERY OF UNIVERSAL WASTE SERVICES (not to include recycling kits)

(For Alameda, Contra Costa, Marin, Napa, San Francisco, Santa Clara, San Mateo, Solano and Sonoma Counties)

Note that there is a 300 lb E-waste or combined* minimum quantity required prior to pick up of items for Group 1. If the User has not met the minimum requirement, refer to Chart 2 and 2A for the appropriate rates.

GROUP 1, CHART 1.				
SERVICE COSTS WHEN THE COMBINED* WEIGHT MINIMUM (300 LBS) HAS BEEN MET				
PRODUCT	AMOUNT PAID BY THE STATE (300-499 lbs)	AMOUNT PAID BY THE STATE (500-lbs or more)	AMT PAID BY CONTRACTOR (300-499 lbs)	AMT PAID BY CONTRACTOR (500-lbs or more)
CATEGORY A: ELECTRONIC WASTE (E-WASTE) COLLECTION SERVICES				
A1.E-waste Contractor Pick-up price**	___.50__ per lb	___.25__ per lb	___0___ per lb	___0___ per lb
A2. E-waste User Delivered Price***	___0___ per lb	___0___ per lb	___05___ per lb	___05___ per lb
CATEGORY B: CATHODE RAY TUBE (CRT) COLLECTION SERVICES				
B1. CRT's Contractor Pick-up price**	___.50__ per lb	___0___ per lb	___0___ per lb	___10___ per lb
B2. CRT's User Delivered price***	___0___ per lb	___0___ per lb	___25___ per lb	___25___ per lb
GROUP 1, CHART 2.				
SERVICE COSTS WHEN THE COMBINED* WEIGHT MINIMUM HAS NOT BEEN MET*				
PRODUCT	AMOUNT PAID BY THE STATE (Less than 100 lbs)	AMOUNT PAID BY THE STATE (100-299 lbs)	AMT PAID BY CONTRACTOR (Less than 100 lbs)	AMT PAID BY CONTRACTOR (100-299 lbs)
CATEGORY A: ELECTRONIC WASTE (E-WASTE) COLLECTION SERVICES				
A1.E-waste Contractor Pick-up price**	___1.50__ per lb	___1.50__ per lb	___0___ per lb	___0___ per lb
A2. E-waste User Delivered Price***	___0___ per lb	___0___ per lb	___0___ per lb	___0___ per lb
CATEGORY B: CATHODE RAY TUBE (CRT) COLLECTION SERVICES				
B1. CRT's Contractor Pick-up price**	___1.50__ per lb	___1.50__ per lb	___0___ per lb	___10___ per lb
B2. CRT's User Delivered price***	___0___ per lb	___0___ per lb	___25___ per lb	___25___ per lb

* COMBINED: Combination of items from Category A and any other Category.

** CONTRACTOR PICK UP PRICE: Fee includes all transportation, mileage, weighing and processing charges, and issuance of recycling certificate following proper recycling and reclamation of wastes.

*** USER DELIVERED PRICE: Fee includes all processing charges, weighing, and issuance of recycling certificate following proper recycling and reclamation of wastes (transportation provided by customer).

If delivered by governmental agencies, the bidder shall list the site for this area's acceptance of E-waste, CRTS, fluorescent light tubes, ballasts, and batteries:

Provide address here:

21393 Curtis Street
Hayward, CA 94545

Main: (510) 786-9382
Fax: (510) 786-2832

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax** - The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.
2. **Evaluation of Contractor** - Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.
3. **Agency Liability** - The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. **Potential Subcontractors** - Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for acts and omissions of its subcontractors and of persons employed either directly or indirectly by any one of them, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.

EXHIBIT E

ADDITIONAL PROVISIONS

1. DISPUTES

If the Contractor believes that there is a dispute or grievance between the Contractor and the State arising out of or relating to this contract, the Contractor shall first discuss and attempt to resolve the issue informally with the agency Contract Manager. If the issue cannot be resolved at this level, the Contractor shall follow the following procedures:

- A. If the issue cannot be resolved informally with the Contract Manager, the Contractor shall submit, in writing, a grievance report together with any evidence to the Contract Manager's Supervisor. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within ten (10) working days of receipt of the written grievance report from the Contractor, the Supervisor shall make a determination of the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Supervisor's decision, the Contractor may appeal to the next level, following the procedure listed below.
- B. The Contractor must submit a letter of appeal to the Department of General Services/Procurement Division, Deputy Director explaining why the Supervisor's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and the response from the Supervisor. The Contractor's letter of appeal must be submitted within ten (10) working days of the receipt of the Supervisor's written decision. Within twenty (20) working days of receipt of the Contractor's letter of appeal, the Director or designee shall review the issues raised and render a written decision to the Contractor. The decision of the Director or designee shall be final.
- C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. FORCE MAJEURE

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

4. WORKERS' COMPENSATION

By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

5. INSURANCE REQUIREMENTS

When the Contractor submits a signed contract to the State, the Contractor shall furnish to the State a certificate of insurance, stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and \$1,000,000 property damage, workers' compensation of not less than \$1,000,000 per accident, and a \$1,000,000 combined single limit for Commercial Motor Vehicle Liability with MSC 90 endorsement in effect during the entire term of the contract.

The insurance must be issued by an insurance company acceptable to the DGS Office of Risk and Insurance Management (ORIM).

The certificate of insurance will include provisions a, b, c, and d in their entirety:

- a. That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- b. That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.
- c. That the State will not be responsible for any premiums or assessment on the policy.
- d. The certificate of insurance shall demonstrate that hazardous activities are protected through commercial general liability insurance.

The Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

The Department will not provide for nor compensate the Contractor for any insurance premiums or costs for any type or amount of insurance.

6. MUTUAL HOLD HARMLESS CLAUSE

The State shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. The Contractor shall be responsible for damages caused by the acts or omissions of its officers, employees, and agents occurring in the performance of this Agreement. The Contractor shall further indemnify and hold harmless the State, its officers and employees from and against any and all losses, damages, actions, claims, suits, judgments, and liability in connection with the loss of life, personal injury, and/or damage to property arising from or out of any negligent occurrence, conduct or operation of, or by Contractor in regards to this MSA. Contractor shall also pay all reasonable costs, expenses, and attorney fees that may be incurred or paid by the State, its officers, elected officials, employees, and volunteers in enforcing any and all terms and covenants of the contract out of any actions caused directly or indirectly by the Contractor or any of its employees or agents.

It is the intention of the State and the Contractor that the provision of this paragraph be interpreted to impose on each party responsibility for the acts of their respective officers, employees, and agents. It is also the intention of the State and Contractor that, where comparative negligence is determined to have been contributory, principles of comparative negligence will be followed and each party will bear the proportionate cost of any damage attributable to the negligence of that party, its officers, employees, and agents.

7. LIABILITY FOR LOSS AND DAMAGES

Any damages by the Contractor to the State's facility, including equipment, furniture, materials, or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this agreement.

8. CONFIDENTIALITY OF DATA

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except the State) without prior written approval by the State.

The Contractor, by acceptance of this Agreement, is subject to all of the requirements of the California Civil Code Section 1798, et. seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

9. ILLEGAL WEIGHTS

The Contractor shall not be required to haul detachable containers or any loads which are filled to a weight that exceed the legal weight limit for the trucks provided by the Contractor.

10. LOADING

Extra care shall be taken in the shipping, loading, and transportation of recyclables to prevent breakage.

The Contractor shall be responsible for the cleaning of all debris, spilled or tracked on any street, public or private property by the Contractor's employees or equipment. If the State employees are forced to clean up debris, the Contractor may be charged for the costs of clean up. All collection vehicles operated by the Contractor shall carry equipment such as a broom and shovel for the purpose of cleaning up debris.

11. COLLECTION VEHICLES

Collection vehicles shall have the Contractor's name and telephone number affixed by paint or decals. All vehicles shall be kept in a clean and sanitary condition.

12. FEDERAL AIR OR WATER POLLUTION VIOLATIONS

Contractor must comply with Government Code Section 4477 regulations.

13. FEDERAL DEBARMENT

The Federal Department of Labor requires that State agencies which are expending Federal funds of \$25,000 or more to have in the contract file, a certification by the supplier that they have not been debarred or suspended from doing business with the Federal Government. Each Contractor must provide this documentation upon request.

14. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

The State has determined that DVBE participation goals or the good faith effort must be met for this Agreement.

15. GOODS AND SERVICES

The State reserves the right to inspect, reject, and/or accept all goods and services provided with this agreement.

16. CONTRACT VIOLATIONS

The Contractor acknowledges that any violation of Chapter 2, or any other chapters provision of the Public Contract Code (PCC), is subject to the remedies contained in PCC Sections 10420 through 10425.

17. DGS TERMINATION OF CONTRACT

The DGS Procurement Division may terminate this contract at any time upon 30 days prior written notice. Upon termination or other expiration of this contract, each party will assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of any obligation to perform under any contract or similar ordering document executed prior to the termination becoming effective.

18. NEGOTIATION

At the State's sole option, the Department of General Services (DGS) reserves the right to invoke negotiations pursuant to PCC Section 6611, in accordance with existing guidelines and procedures adopted by DGS.